

Webster (pas.)

F A C T S

CONCERNING

ANATOMICAL INSTRUCTION

IN

PHILADELPHIA.

BY ✓

JAMES WEBSTER, M. D. X
LECTURER ON ANATOMY AND SURGERY.

"Nothing extenuate, or set down aught in malice."

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PHILADELPHIA:
FEB. 1832.

FACTS, &c.

IMMEDIATELY after announcing my course of lectures on anatomy for the present season, I was surprised to learn through various sources that my name and character were made the subjects of severe comment by many of the gentlemen composing the medical class of the University of Pennsylvania; that I was denounced as hostile to that institution, and that I stood charged with dishonourable conduct during the last session, in an unfortunate difficulty with one of the members of its faculty.

These charges thus *judiciously* put forth at a period calculated to affect my professional interests (and to advance those of *another*,) when no remedy could be immediately applied, were grounded on a difficulty that occurred during the previous session, which had been amicably adjusted, and which I had hoped was forever put at rest. My efforts to trace the false and unmanly reports in circulation to the source from whence they emanated, although not entirely fruitless, have not enabled me to point with demonstration to the individual, and I am therefore prevented from obtaining such redress as would be more congenial to my feelings, and not the less certain in its operation, than the only mode now left me.

In presenting this plain statement of facts, and in making this appeal to the medical profession and to those who shortly expect to become its members, I am not insensible of the unpleasant task I assume. The character of the communications I shall be compelled to present; the nature of the causes which gave rise to any difficulty between myself and others, and the peculiar circumstances which grew out of these causes, independently of the consideration that I am about to engage for the first time in a mode of warfare I dislike, all weigh strongly on my mind to prevent this publication; but a paramount duty compels me to waive all other considerations in the effort to vindicate my character.

Since the year 1826 I had been accustomed to give lectures on anatomy during the months of October and March, besides my regular course through the winter. The means for enabling my classes to pursue the study of practical anatomy, I had derived principally from the same sources with Drs. Horner and Hopkinson, and for two years previous to the occurrences I am about to relate, an engagement *under honour* had been entered into with Dr. Horner, which was intended to secure to all concerned an equal or proportionate supply.* This agreement extended "from the second Monday in November to the fifteenth day of March;" and during the months of October and March, Dr. Hopkinson gave courses in the University similar to my own. Now, although no understanding existed between us, it was presumed the rights of each would be respected by the other. Early in the month of October I made application to the agent who usually supplied us, and he promised faithfully to bring me my share—up to the 9th of the month, however, he had taken several to Dr. Hopkinson, and none to myself. I stated my situation to Dr. Horner, and he referred me to Dr. Hopkinson: the latter again referred me to Dr. Horner. Finding that very little was to be gained in this way, I determined to bring matters to a speedy close; and with this view called on my friend Dr. F. S. Beattie—stated to him my case, and requested of him to lend me his aid. Accordingly, on Monday evening, we called on

* I shall here purposely avoid particular allusion to the obstacles which had been thrown in my way, and the difficulties I had to contend against each succeeding year up to the commencement of the course of lectures during the session of 1830-31, when I was forced, by the obligations I had entered into with my class, and for the preservation of my own rights, into a contest which being fairly and amicably settled, is, after a single year, when a new class had assembled, so represented as seriously to affect my interests and to bring discredit upon me. Fortunately I preserved a record of the transactions, and am thus enabled to give the date and the evidence of each occurrence; this record commences as follows. "The following detail of events which have recently occurred, may at some future time prove serviceable in correcting any misconstruction of my conduct, at the same time it will explain the causes which led me to the adoption of strong measures for securing to me my rights when they were invaded by the hand of power. This detail, if it should ever pass from my hands, will teach a useful lesson; that in this country a firm and decided stand against power, oppression, and injustice, will secure to the most humble individual the full enjoyment of his rights and privileges."

Dr. Hopkinson at his office in Eighth street, and stated our determination to have what was right—peaceably if we could, forcibly if we must. He finally proposed a settlement of existing difficulties, by expressing his willingness to abide by the agreement drawn up by Dr. Horner, and entered into with me: he stated that he had received four, and acknowledged my right to the next four, when a regular rotation would commence. So far all appeared well: the agent was informed of the agreement, and promised to see it fulfilled. At this time there were two in his possession, which he promised to bring me; they were not brought to me; but I was surprised to learn on Wednesday morning they had been taken to the University. So soon as I learned this, (about two o'clock) I waited on Dr. Hopkinson at the University, and he stated that he was himself *surprised* to find them there; that he supposed I did not want them!! and that he had consequently given them to classes. I told him that I not only wanted them, but claimed them as my right: that I had not lectured for more than a week, (as he already knew) in consequence of being without. He acknowledged my right, but at his request, as the class had employed one, as a matter of courtesy I yielded my claim to one, and proposed to call in the afternoon and make arrangements for removing the other. At half past four o'clock (this was Wednesday, 13th October) I called on him at the University, with this intention, when he stated it could only be removed by the agent; that he must be informed by me *immediately*, or the rooms would be closed; that he did not keep the key; that there was nobody about the building who *would* remove them down to the place of deposit; and finally, when I proposed to do it myself, I was refused, on the plea (notwithstanding I had been in only two hours before) that *Dr. Horner would not allow any one to go into the rooms.*

Having been sadly disappointed in the impression I had formed of Dr. Hopkinson, I determined to be no longer trifled with by him. I took no further trouble about these materials when I found he did not intend to give them up to me, and accordingly, *I left him to sum up the amount of his moral worth* and to estimate the *value of his word of honour**—on Thursday afternoon, I read the following to my class:

* Dr. H. may probably recollect saying to several of his class, on the following day, keep quiet a day or two gentlemen—these belong to Webster, but he cannot get them out! or language to precisely that effect.

"I have now been engaged in teaching anatomy for the last five years, and during that time, by the most persevering efforts, have been enabled to give greater opportunities for its study practically (and I speak it without fearing the possibility of contradiction), I have been enabled to give greater facilities for its study practically than any other individual in this city. I have gone along thus far unaided, without seeking or without desiring any other patronage than such as I can afford myself.

"I hope you will excuse these observations which I have thought proper to make before alluding to the situation in which I have recently been placed. It would be absurd in me to attempt to hide the seeming advantages some teachers of anatomy have appeared to have over me during this course; I cannot hide from you the disappointments you have yourselves experienced, nor can I attribute the cause of my not going on regularly with my lectures to any other than the want of materials—you see me, therefore, placed under very peculiar circumstances; you can perceive no advantages I have to offer you, and it is quite natural that you should question my ability. It is a matter of justice to you, and it is an imperative duty I owe myself, (and I do it with very great reluctance) to enter into an explanation which shall be as brief as possible. On the Monday when I promised to supply two classes, there was an *express* agreement under honour, that I was entitled of right to the two ——— and to as many until I supplied the same number of classes as my neighbours. They were, however, taken to the University; so soon as I learnt it I set about correcting the *error*; I found they had been given to classes, and one of them made use of; my right not being disputed, as a matter of courtesy I yielded my claim to one, and on making arrangements to remove the other, so many trivial obstacles were thrown in the way that I am compelled to give it up. Thus far then, gentlemen, we have all been disappointed, and in concluding my explanation, I have only still farther to remark that until I receive the same number that others have received, no man, unless it be for his lectures, shall receive another; no matter what may be the consequences, I will not permit it: Thus far I have relied on others. I have been much disappointed, and I see clearly that I am placed in a situation which calls for my own personal exertions; *it is not the first time*. I have never yet failed, nor do I now fear the issue—I de-

mand nothing but even-handed justice. I shall look to its administration, and if accorded in a proper spirit, well ; if not, I have the power, and from this hour will not fail to exert it ; and if in the issue of this contest that has been forced upon me, the general facilities that have heretofore been enjoyed for the study of practical anatomy should be impaired, blame must not be imputed to me."

After this explanation to my class, I stated my willingness to refund the fees I had received, or if I should succeed in the measures I then proposed to adopt, they should have the choice of attending my winter course, as it was obvious my fall course was broken up. On the 17th the agent informed me he had *only* two, one of which was for Dr. Harris, and the other he had pledged himself to deliver to Dr. Morton. As it was not my intention to interfere with the lectures of those gentlemen, I took no steps in relation to these two, but on Monday 18th, I found that instead of *two*, the agent had *three*, one of which was *of course* taken to the Medical Institute for Dr. Harris, and the remaining *two* to Dr. Hopkinson, thus effectually closing the door against Dr. Morton, and preventing him also from completing his course of lectures.

Finding myself deceived, and my prospects as a teacher of anatomy likely to be destroyed, there was but one course left for me ; and several of my professional friends, who felt indignant at the treatment I had received, joined with me in a last effort to secure to every private teacher of anatomy in the city, then and thereafter, the same advantages which the influence of the name of a powerful institution, backed by wealth, had afforded to those who thus far had successfully contended against, and nearly driven me from the field of competition. I regarded the *lex talionis* as perfectly justifiable under the circumstances, and determined that if I must fall I would not come down singly, but bring those who would oppress me to the same level. With this view a strict observance was kept upon the operations of the agent, and for more than a week he was prevented from accomplishing any thing ; having to encounter here only a set of creatures who were doubtless as well paid by their *employer* as they were well armed, it was thought advisable to temporize no longer, but to compel the principals to a meeting, and if, after they should have still further evidence that it was not the intention of myself and friends to trifle,

nor to be trifled with, they still refused to come forward and acknowledge that I had an equal right, and that my rights should be respected, then it would be time to exercise such powers as I possessed to prevent them from reaping emolument by their successful efforts against myself. It is unnecessary for me to enter into particular details: in company with my friends I took my station opposite the University—finding after a few days observation that we were firm and fixed in our determination, be the consequences what they might; that the show of force was met by the show at least of resistance; that the threat of arrest on the plea of *suspicion* did not deter; that even “glass for Dr. Hare” did not answer expectation, and that with all the plans which legal advice could suggest, the peace was still preserved, Dr. Horner at last came forward, and with my friend Dr. F. S. Beattie, entered into an agreement which was to secure to me, 1st, all that should come in up to a specified time; 2d, then a regular rotation to commence with Dr. H.; 3d, when I had supplied my classes once, I was to receive *in addition* the same number Dr. Hopkinson had received, and 4th, Dr. Horner held himself responsible for Dr. Hopkinson, (with whom no communication could be had,) during the months of October and March. Before concluding, I will trace the effect of these concessions upon the anatomical class in the University, and I may remark here that pending these difficulties the students were not ignorant of what was going on; and as they were desirous to hear some explanation, of course I had to bear the *onus*, and it would seem as if the words of Macbeth just before the murder of Banquo were thought of:—

“Things bad begun, make strong themselves by ill.”

It was represented that I was endeavouring to destroy the University without cause; and the only answer I need give to the effort which was made to throw the whole blame upon myself through the instrumentality of the agent, is the following certificate. For my own part, I place no reliance upon this document insulated as it is, but my opponents can have no objection to receive it as evidence, when it comes from the same and only quarter upon which they relied for the *support* of their statement. Fortunately, if necessary, I can strengthen it beyond dispute.

"Philadelphia, December 21st, 1831.

"I have been engaged in business with Dr. James Webster for the last six years, and have always found him correct and liberal in his dealings with me. On one occasion a difficulty arose, when Dr. Webster refused to pay me a balance, until I had fulfilled the agreement then existing between himself and Dr. Horner, (by which I was to be governed;) when this was done to his satisfaction he paid me on the instant. In fact, I have had no cause of complaint against Dr. Webster, on any ground.

"(Signed) RICHD. FIELD."

Harmony had now been restored; the agreement which I had for two years previous entered into with Dr. Horner was renewed, modified by the addition that Dr. S. G. Morton as the representative of Dr. Horner, and Dr. Beattie in my behalf, should see that it was strictly fulfilled. Still matters seemed to operate against me, for up to the 16th of November *I did not receive one* according to the terms of the agreement, whilst Dr. Horner had received *six*. I immediately referred the matter to Dr. Beattie, when the following correspondence took place, upon which I shall make no comment.

No. 1. (Copy.)

Philadelphia, November 16th, 1830.

Sir—When we had discussed the subject of rights to dissection, in the company of Dr. Hare, on the night of the 27th ult., on Ninth street, opposite the University, I felt a satisfactory assurance that the integrity of my own purpose was undisguisedly met by sincerity of intention on your part. This confidence, however, has not been strengthened by recent transactions, nor by sentiments recently expressed. Perhaps you may have reasons to justify you (in your own estimation) in the course you have thought proper to adopt. I will hear them dispassionately, and will give them that consideration which they may merit.

When you named Dr. Morton as your representative with myself, to see that justice was done to all parties, I was satisfied that gentleman could not be induced by fear or favour to swerve from the path of rectitude. The proposition was your own. I was perfectly satisfied, and met it with frankness. You cannot but suppose then that I was surprised, when in less than two weeks I had un-

questionable testimony presented me that you was again interfering in this matter. But, sir, this surprise was changed into astonishment, when I learned from Dr. Morton that you had asserted that the stipulation entered into extended alone to Dr. Webster, and not to other independent lecturers. The English language could not convey more clearly than I made to you the statement, that you had exercised a controlling power over this matter, merely from your connexion with the University, to your own exclusive advantage, and to the unjustifiable detriment of all others who might think proper to make the effort to advance their professional interests through this channel: that I had entered into this matter from feelings of personal friendship for Dr. Webster; that I had determined to go through with it at all hazards; that every person in this department should be on an equal footing; and that the benefit resulting to each should depend exclusively on individual merit. To these propositions, at that time, you gave your unqualified assent.

To give greater security and permanence to the agreement, and to guard against a misconstruction, and to prevent a misunderstanding of the duty devolving on Dr. Morton and myself, as the agents of all, the written agreement entered into (a copy of which I have now before me, in your own hand writing) by Dr. Webster and yourself, on a former occasion, was adopted as defining the extent of the agreement, and its objects. The tenth article of this agreement runs thus—"The public *places* to which this agreement extends are, &c." The remainder of that article was annulled by express stipulation, that you held yourself responsible for Dr. Hopkinson during the months of October and March. With this clear and distinct understanding between you and myself, on this head, I was not prepared to hear from you through Dr. Morton, that the stipulation extended to all public *places*. The public *places* of Lancaster or Princeton, of Newcastle or of Easton, never entered into my consideration: nor do I yet entertain the opinion that you had any other in view than those mentioned in your own hand writing, until you had learned that Dr. Webster in his honourable efforts to promote his professional interests, had procured materials foreign from the restricted limits which were alike open to you and to him.

But, Sir, admitting that you had considered the procurement of these — an infringement of the treaty, what I would ask you, was the mode pointed out by that treaty to obtain redress for alleged grievances? It was expressly agreed that no person who considered himself injured by another should have the right to redress his own supposed wrong—redress was to be sought through Dr. Morton and myself. Was it in accordance with this understanding you acted, when you gave your orders to the agent to take six in succession to yourself, with a view to retaliate on Dr. Webster, for what you considered an infringement of the agreement? But I will pursue this phantom no further: I will submit to you the following propositions—adopt or reject them as you may please; I care not which.

First. That all members of the Profession in the city of Philadelphia, of fair standing, shall have equal facilities afforded them for the acquisition of anatomical knowledge, or for teaching it to others, as far as these facilities depend on the public *places*, &c.

Second. That “with a view to sustain the medical interests of Philadelphia, and to prevent the public scandal and excitement incident to the cultivation of anatomy,” the written agreement drawn up by Dr. Horner, and dated Philadelphia, Nov. 22d, 1828, be adopted as a code by which anatomists shall be governed; subject to such alterations and amendments as may be thought expedient at any time by those interested.

In conclusion, I would merely observe, that the individuals with whom past difficulties originated, are at present free of this matter. It has now become a personal affair between you and myself. On the faith of the understanding I had with you on this subject, I stated to Dr. Webster’s class, that by agreement, the facilities for dissection were opened equally to every professional individual. This assertion of mine I will make good; and I now pledge you the word of a man who would not knowingly trifle with any one, and who will allow no man to trifle with him, that opportunities for dissections and anatomical demonstrations shall be equalized, be the cost or hazard what it may, or however protracted the contest. And should the opportunities for acquiring practical anatomical knowledge, which now exist, be diminished, or should they be completely arrested, the responsibility must rest with you, and of this

all those interested shall be fully apprised. The fate of this matter now rests with you, and without uttering one threat to influence your decision, I will wait for a written reply till Thursday, 18th inst., at 12 o'clock. The door to compromise will then have been closed, and I will adopt my own measures.

Yours, respectfully,

(Signed) F. S. BEATTIE.

To Dr. W. E. HORNER.

No. 2. (Copy.)

Philadelphia, November 16th, 1830.

Dr. Horner informs Dr. Beattie that his desire to maintain just and equitable relations with persons concerned in the cultivation of anatomy, has not changed in the slightest degree; he consequently disavows the alleged infraction of compacts, and expects, as was understood, a perfect reciprocity in the matters comprehended by them. So far from wishing to usurp a paramount influence, he has conceded for the sake of peace, more than a proper regard to the interests of the institution with which he is connected would justify. As a very menacing tone has been introduced into Dr. Beattie's letter, in regard to the disposition and power of the latter to interrupt the course of studies in the University, and which he may be able to sustain in fact, Dr. Beattie may be presumed to be the best judge of whether they are to be exercised or not; it will certainly be somewhat anomalous for an individual to adopt the rights of dictatorship on so important a branch as anatomy, and possibly the power may be questioned when an inquiry into the source of it is made.

Dr. Beattie having avowed himself a principal and not an umpire in this affair, Dr. Horner proposes to him the following interrogatories: Is the original agreement alluded to in his note of this date (Nov. 16, 1830) existent or non-existent? What are the modes of interrupting the course of studies, in the University, to which Dr. Beattie proposes to resort? Upon his satisfactory replies to these queries, will depend Dr. Horner's disposition to enter into further negotiations on this subject; and he will then adopt as the basis of the negotiation the article of the original compact provided for the existing state of things.

It is fair also to add, that unless a more conciliatory and professional spirit be manifested by Drs. Beattie and Webster, in their intercourse with Dr. Horner, whatever may be the obligations entered into by Dr. Horner for the present session, the disposition in him to renew them on any future occasion must cease, notwithstanding the result threatened by Dr. Beattie.

(Signed) W. E. HORNER.

To Dr. F. S. BEATTIE.

No. 3. (Copy.)

Philadelphia, November 17th, 1831.

Sir---Your very unsatisfactory note of the 16th inst. has been received this morning. I take it for granted it was not intended as a reply to my letter addressed to you on the 16th, inasmuch as you have kept so completely aloof from the subject matter in dispute; but that further explanations are desired before giving your final answer. As such I reply to its several items.

First. You say "you have conceded for the sake of peace more than a proper regard to the interests of the institution with which you are connected would justify." In what way I would ask you are the interests of the University connected with your private dissections? Do the proceeds of your private dissections and demonstrations go into the coffers of the University, or into your own private purse? And in what way can it affect the interests of the University, as a medical school, if the students, when they shall have returned to their several places of abode, should proclaim the liberal footing on which the subject of dissections and practical anatomy were placed in Philadelphia: that there were three, five, or twenty private establishments devoted to this end; that there existed an honourable emulation among these individuals, and that either of them might be selected, according to the feelings or judgment of those in pursuit of this elementary branch of professional knowledge? I cannot see how the "interests of the institution with which you are connected," could be injuriously affected by this state of things. But, at once I can conceive how your private emolument might be affected. The only questions on this head are---have you the right to the exclusive control and direction of this source of emolument and fame into such channels as will sub-

serve your interests alone, or to such as by sufferance may be allowed a sparing participation as you may deem proper to allow? and whence did you derive this exclusive right?

Second. As to "menacing tone," which you attribute to my letter, I entirely disclaim any such purpose, unless you construe into a menace the annunciation that you must do that which is just and right, or I will adopt such measures as may appear to me best calculated to produce that effect. And the extension of even this strained interpretation to the University is a gratuitous assumption of your own. With the University, as a university, I have nothing to do; this cloak shall not cover you, broad and secure as it may appear. But if the University should suffer from an unjustifiable assumption on the part of one of its members, that member is accountable, not the individuals, or the power that may be brought to bear on that assumption.

Third. I am a principal in this matter as far as I stated to Dr. Webster's class the *terms* of the agreement entered into by you with me, on behalf of Dr. Webster, on the 27th ultimo. And inasmuch as I guarantied to Dr. Webster and to his class, the honourable and equitable fulfilment of that agreement, and no further. You cannot have forgotten your observation about the time we were parting on the 27th, "that you expected of me as an honourable man, that should Dr. Webster refuse to accede to the terms then agreed upon, I would withdraw from his cause." My reply was prompt and explicit. Certainly, said I, I consider the agreement made a just and honourable one, and I will support neither Dr. Webster nor any other man in that which may be unjust and dishonourable. I then held, and still hold myself bound by the same honourable feeling when I make every effort to secure to Dr. Webster the fulfilment of the stipulations entered into by me as his representative. I do consider that you have violated that agreement, and the whole course of your conduct in connexion with the facts of the case that have come to my knowledge, have made the impression on my mind, that it was not entered into with sincerity of purpose on your part. My mind is yet open to evidence; if you can satisfactorily explain away these facts as they present themselves to me, I shall be happy to hear such explanation. The question whether the original agreement be existent or non-existent fails of its purpose, if intended to complicate this

point. The question is, has the agreement been infringed, and by whom? I answer unhesitatingly, that if the testimony adduced be true (and you have not denied its truth) the agreement has been not only broken, but totally disregarded in every point, and by you.

Fourth. In noticing your second query, which is truly of a strange character, and although undeserving of a reply, I will answer fully, frankly, and with honest sincerity. But I must first strip you of the University. With the University I have nothing to do, nor with its "course of studies," nor have I any thing to do with you as a public teacher in the University; but I have to do with you as a private teacher of practical anatomy, although occupying a public building. And I have to do with you only as far as you exert the power resulting from that permission in such a way as to direct that which is public property to your own exclusive advantage; and to correct this state of things every countervailing power within the compass of my reach, moral, physical and legal, I will employ as circumstances may dictate until this matter shall have been placed on the footing presented in the two distinct propositions (numbered one and two) in my communication to you of the 16th November.

Fifth, and finally. I would observe the allusion to a "want of a conciliatory and professional spirit" comes with a bad grace from you. But I would add the dragging in of Dr. Webster at this point was altogether unnecessary; neither that gentleman, nor any other person had a part in, or even saw my communication to you of the 16th instant until it had been written. I am alone answerable for its contents.

The whole matter now rests in your hands till 12 o'clock to-morrow, and if a satisfactory understanding, *in writing*, adopting as its basis the agreement entered into on the 27th of October, and embodied in the propositions, one and two, in my communication to you of the 16th instant, should not be had from your previous to that time, I will then act promptly and I flatter myself efficiently.

Yours, &c.

(Signed) F. S. BEATTIE.

TO W. E. HORNER, M. D.

No. 4. (Copy.)

Philadelphia, November 17, 1830.

Sir--I have received your letter of to-day, and to remove all suspense from your mind of what I propose to do, I have immediately attended to it. In my note of yesterday, it was self-evident that it did not contain an answer to yours of the same date, but was merely intended to reach certain preliminaries. My reply now is to you as the voluntary principal of a controversy, that your pretensions in your letters of to-day and yesterday to a *juridical* right to define my official position in the University, and to a *dictatorial* power to prescribe under what circumstances its duties are to be exercised, is so manifestly absurd, that the absurdity becomes an answer to itself, you are therefore free to begin your dictatorship in Anatomy to-morrow at 12 o'clock, or any other time most agreeable to you.

In announcing thus my sentiments on the major points of your letters, a discussion of the subordinate ones becomes unnecessary. At the same time true to my original principle of just and equitable relations with all men, and sincerely desirous of avoiding useless and vexatious controversy, I am prepared at any time to make good before two or three dispassionate men, the whole of my proceedings, and to prove the existing controversy to be not of my seeking. If on the contrary their opinion be adverse to my own, I will make full restitution.

You will now understand, I trust—first, that though I deprecate hostilities, I do not fear them from you or any other man, and that whenever they may be instituted I will give them a reception best suited in my humble judgment to sustain my rights and the interests of the young men committed to my charge; secondly, that my earnest wish is to avoid all fruitlessly vexatious proceedings against any person, but should be sorry to find this disposition misinterpreted into an inability or disinclination to defend important rights.

Your two letters show you in error in several respects which I could point out. The preliminary step of every inquiry ought to be to ascertain facts, not suppositions or misconceptions, by adopting the latter you have unfortunately stumbled at the threshold.

Respectfully, &c.

(Signed) W. E. HORNER.

Dr. F. S. BEATTIE.

Philadelphia, November 18th, 1830.

Sir—The new ground taken by you in your letter of yesterday in proposing a reference, has induced me out of respect for public opinion to leave the door open to a just and equitable accommodation, until five o'clock this afternoon; provided also, that Dr. Webster shall receive all —— brought in from the public places, till this reference shall have come to a decision, unless the number shall exceed those you have already received. In the mean time appoint your arbitrator, and I will appoint mine, they two shall appoint a third.

Yours, &c.

(Signed) F. S. BEATTIE.

W. E. HORNER, M. D.

This note was handed by Dr. Wilson Jewell, and it being agreed to leave the matter to arbitration, Dr. Wm. Darrach was appointed in his behalf by Dr. Horner; John P. Milnor, Esq. on the part of Dr. Beattie, and they two appointed the late highly respected and estimable gentleman who acted as chairman, Dr. Benjamin Ellis. It may be proper to state here that until this period, neither Dr. Beattie nor myself had the pleasure of a personal acquaintance with Mr. Milnor, consequently he entered upon the discharge of the duties of the situation, entirely uninfluenced by any feelings of personal friendship. After mature deliberation, the arbitrators furnished the following decision:

"Philadelphia, Nov. 22d, 1830.

"The arbitrators to whom was referred a case between Drs. Wm. E. Horner and James Webster, involving certain difficulties connected with the sources for procuring and the mode of distributing —— for anatomical purposes, have decided as follows:—

"That Dr. Horner is indebted to Dr. Webster six —— for the above-named uses, due between the eighth and the eighteenth of November, 1830.

"Two of the arbitrators voting in the affirmative, and one of them in the negative.

"BENJN. ELLIS, *Chairman.*"

With this decision it was to have been hoped that all unpleasant feeling would be forever extinguished; that our subsequent intercourse would never be interrupted by a recurrence to the past,

and that no improper influence would be exerted to prejudice the minds of those against me to whom I looked for support, whilst contending in the field of professional competition. The events which have transpired during the present session have proved that I was mistaken, and leaving my opponents to enjoy the triumph of their success thus far, I do not fear to rest my case upon the documents I have here adduced, and the facts I have here stated, whilst I thus reluctantly obtrude myself and my private grievances upon the notice of the profession.

I have thought it necessary to address the following note to my friend Dr. Beattie, a copy of which, together with his reply, I here subjoin.

Philadelphia, February 15th, 1832.

My dear Sir—Reports having been circulated through a channel calculated to affect my professional character, grounded on the transactions which occurred in October and November, 1830, when I called on you as my friend. I will thank you to give me such information relative to those transactions as your recollection may enable you.

Sincerely your friend,

JAMES WEBSTER.

To F. S. BEATTIE, M. D. Philada.

Philadelphia, February 15th, 1832.

Dear Sir—In complying with the request contained in your note of this date, I can only refer to my recollection of a combination of circumstances, disreputable in their conception and unmanly in their application, planned and directed evidently and professedly with a view to break up your private course of instructions in anatomy, and to deter all others from making the attempt to teach that branch of the medical profession. In the transactions of the fall of 1830, I had no other interest than that of friendship which I entertained for yourself. I had but a short time previously passed through the ordeal of a contest with a villainous combination, alone and unsupported: I, therefore, could feel more sensibly for your situation than others who had never been placed in such disheartening circumstances. I saw you standing alone, and an avaricious spirit, under the protection of a gigantic aristocracy, aiming at your exclusion from the pursuit of that branch of medical instruction which you had, through much

difficulty and opposition, taught with credit to yourself and advantage to those whose confidence you had acquired. In this condition of things, and with those feelings, I became a participator in the transactions, and eventually a party in the adjustment that was brought about at that time.

The facts of the case are simple, and a statement of them from me can be necessary only as a corroboration from a disinterested individual. As such you shall have them in a condensed form.

Early in October, 1830, you stated to me that a disposition to unjust monopoly was manifested on the part of Drs. Horner and Hopkinson, in relation to the materials for anatomical instruction: that the agent employed was under their control; and that the course pursued would effectually drive you from the field as an instructor in that branch of medical science. You stated the anxiety you felt and the trouble you had taken to avoid collision or a rupture on this head. You also informed me that Dr. Horner when called on by you, had disclaimed having any interest or control over the transaction, and referred the whole matter to Dr. Hopkinson. At your request, I accompanied you to the office of Dr. Hopkinson. This individual appeared at first perfectly happy in the conceit that the control of the matter rested with him, and manifested a disposition to continue to exercise it to his exclusive advantage, until he was told that "if he felt disposed to put it on the footing of accidental power, he would be met on that head—and be the understanding what it may it *must be* one of perfect equality. The materials must be distributed with equity or they shall not be had by either party." Then Dr. H. himself proposed to be governed, in the distribution of materials, by the written agreement entered into between Dr. Horner and yourself, dated November 22d, 1828; and with that distinct and unequivocal understanding we left him, under the impression that a member of a liberal profession, and of respectable family, could not have dealt with us with such apparent sincerity with other than the honest and honourable purpose of fulfilling the terms stipulated by himself. But a few days had elapsed when you informed me that the agreement had been treated as a farce; that Dr. Hopkinson had violated it on the first occasion that offered. Satisfied by the testimony adduced by you, of the fact, I then, for the first time, viewed myself involved as your friend in this matter. I had lost all feelings of respect for the individual whose selfish views could induce him to act thus; and therefore no subsequent intercourse could be had with him. But

one alternative was left—either give up the idea of private instruction, or per force bring Dr. Horner as a responsible individual, to an equitable distribution. With this view we adopted *remote* measures to prevent the materials being brought into the city to any one, until this matter should be satisfactorily adjusted.*

Finding, however, after a short experience, that we were *there* to contend, not with the principals, but with a set of hired ruffians, employed to annoy us and to thwart our purpose, we then changed our ground, and came to the street in front of the University, expecting to meet there the principals in the event of an attempt to circumvent the measures we had adopted. We were successful. Several ineffectual attempts were made either to evade the blockade or to bring us into trouble. An expedient was eventually adopted, certainly unworthy an *honourable* judge, to involve us in civil difficulty. It failed—"old birds were not to be caught with chaff." This trite proverb will be recollected by many within hearing at the time this scheme, pregnant with anxiety, proved abortive.

Very extensive preparations were made for the enjoyment of the success of this *judicial* manœuvre: but it failed, and the multitude assembled to witness its triumph slowly and silently disappeared. This must have been near the commencement of the course of lectures in November. Those collected to enjoy the treat were from appearance students and professors of the University.

You will recollect that after the Trojan horse had entered you and our four friends left the ground on your several missions, I was left to see that advantage was not taken of your absence. Soon after this separation, when walking the pavement, I was accosted by Dr. Hare, who came from the University. He soon brought up the affair in dispute—talked of it as a matter of presumption in us to think of bringing the University to terms. In the course of the conversation, which I will not attempt to repeat, for I must be brief, Dr. Horner stepped up and joined us. He inquired what Dr. Webster wanted. I told him what you wished, "equality in the distribution of materials." He agreed you should have it—proposed that the distribution should rest with myself, which I declined. Dr. Morton was proposed by Dr. Horner to act for him if I would

* About this period Dr. Hopkinson called at my office, and manifested a desire to detach me from the cause of Dr. Webster. Other arguments failing, he addressed my selfish feelings, by observing that I was not consulting my own interests. This interview was speedily brought to a close by the prompt reply, that in supporting a friend in a just cause, my integrity of purpose was not to be controlled by the selfish consideration of a calculating policy.

act for Dr. Webster in maintaining an equal distribution, and thus preserve harmony.

The written agreement entered into by Dr. Horner and yourself, was adopted as a code by which we should be governed in the discharge of our duties. All alleged grievances, should any hereafter arise on either side, were to be settled by Dr. M. and myself.

Here a sense of justice and equity, appeared to have extinguished every other feeling, and great satisfaction was expressed at the adjustment. I felt no ordinary gratification in having participated in this equitable arrangement.

But a few days had elapsed, however, until you informed me officially as your agent that the agreement had been violated. I forthwith reported your complaint to Dr. Morton, as the representative of Dr. Horner. Dr. Morton had an interview with Dr. Horner, and learned from him that he had adopted the measures complained of by Dr. W. with a view to redress himself, for what he considered a breach by Dr. Webster, of the agreement entered into. This determined me to exact from Dr. Horner the amount of his stipulation with me, at least for the current season. To this end I addressed to him my note of November 16th, 1830. The correspondence resulting from this note you have in your possession, as well as the decision of the arbitrators to whom the matters in dispute between him and myself were referred.

You are at liberty to make such use of this statement of facts as you may deem expedient, and should it in any manner contribute to avert the effects of the calumnious accusation, "that your conduct had been unprofessional and disreputable," circulated to my knowledge among the class of medical students of the present season, to your manifest disadvantage, it will afford me great gratification.

Truly yours, &c.

F. S. BEATTIE.

TO JAMES WEBSTER, M. D.

Having thus endeavoured to present a statement of facts as they occurred, which seem to have been so unfairly represented to my evident injury as to render silence on my part an admission of their truth, I trust it will be admitted I have kept my motto constantly in view. Instead of dealing in severity of denunciation and asperity of language, I have endeavoured to be briefly accurate in detail; and in any further remarks I may think it necessary to

make, I shall be influenced only by the desire to strengthen the positions I have assumed, and to support the facts I have adduced.

On the election of my late lamented friend Dr. John D. Godman to the chair of Anatomy in New-York in 1826, I was induced by his advice to take charge of the "Philadelphia Anatomical Rooms," and to adopt the mode of teaching anatomy pursued by him. In offering to me the advantage of commencing in an establishment which had acquired so much distinction whilst under his guidance, he at the same time gave me such advice as he thought would enable me to stem the current of opposition I might expect to meet with. He also informed me of the means employed by those who had the power to appropriate to themselves nearly all the emolument to be derived from students of medicine coming from a distance, together with the efforts that were made to prevent any and every private teacher of anatomy from the successful prosecution of their design, and of his determination, had he remained another season in Philadelphia, publicly to expose a system alike injurious to the student, unjust to the members of the medical profession, and calculated at no remote period seriously to affect the interests of the University of Pennsylvania.

The system here alluded to, has continued in full force up to the present time, and with every succeeding year the disadvantages to the student have become more manifest. In 1822, Dr. Horner was appointed Dean of the Medical Faculty; it became necessary for every student to call on him in the first instance, for the matriculating ticket, and to stranger students the question usually put, "do you dissect, sir?" is as usually answered by "yes," and the payment of the fee. In 1831, Dr. Hopkinson occupied the position of demonstrator, before held by Dr. Horner, and that nothing may be lost by the transfer, he took his seat in the office of the Dean, and the same routine is gone through. In this way a class is *collected* such as was never dreamed of in the days of Wistar; students who before they came to the city had determined on taking a private ticket, as well as those who were ignorant of the advantages the city afforded, are alike caught in this well spread net, and the commencement of the session presents a body of nearly two hundred students, all ready and anxious to begin the study of Practical Anatomy. The next step in this grand scheme of personal aggrandizement is to secure if possible, all the materials, and here shielded by the *Ægis* of the University, individual rights are forgotten, and private teachers would seem to be regarded as *Ufas* trees in the

field of science. Well, then, the session goes on, and at its termination the classes *are not all supplied*; this was the case in 1829-30. Before the session of 1830-31, I found it necessary to assert my own rights, and the effect of the concessions made to me, rendered it necessary for Dr. Horner to put *six* in each class instead of *four*, thus *deducting* considerably from the amount of profit the student had a right to expect, without granting an equivalent.

What, let me ask, has been the effect of the grievances which I have stated? Of the gentlemen who have attempted to teach anatomy in this city, one, Dr. Drake, was compelled to yield to the difficulties thrown in his way; and I have already had occasion to allude to the particular instance of Dr. Morton. The spirit of monopoly, however, is not confined to this branch alone. I confidently appeal to the profession in this city, if I am not correct in the declaration that, by the system which is adopted, no man can look for success as a private teacher in any branch of medicine, unless he be either directly or indirectly connected with the University; the time has passed by when the offices of our most respectable physicians presented a goodly number of private pupils; the press from north to south, and from east to west, has teemed with condemnation of the system pursued; and if the University continues to bear with "all its leaden Lethean weight upon the vitals of the profession," it will not be long ere its members arise in the majesty of their strength, and successfully plead for the enjoyment of equal rights and equal privileges. South Carolina, remote from the scene of action, has thus spoken.

"The university of Philadelphia, from its long standing, and high reputation, ranks the first among all the medical institutions of the United States. The professors of that institution, receiving so much honour and profit as they do, owe a heavy debt to their country. Much is given them, and much is expected from them. They, therefore, must take no umbrage in our mentioning a practice which some of them have instituted, which we unhesitatingly declare to be derogatory to the dignity of professors, and which, if persevered in, will degrade that institution as much as it was elevated, under the fostering care and intellect of its earlier professors. The practice we allude to, is forming what are called private classes, disconnected with the college; for which a student has to pay a large sum of money to attend. We object to this procedure.

"1st. Because a professor has enough to do to attend faithfully to his chair.

"2d. His profits, from his chair, are as much as he should crave; and it is taking an advantage of his situation to create a monopoly; thereby keeping down young men of talent, who, by commencing with private instruction will be enabled to fill with ability the professional chairs, whenever they become vacant.

"3d. It opens the way to unfairness in the obtaining of a medical degree, and, at all events, acts as a compulsion upon young men, to go to the further expense of taking out these private tickets, that there might be a greater chance of obtaining a degree. Without extending our objections any further, we think we have abundantly shown the impropriety of such proceedings. This practice, we do not pretend to say, is confined to the Philadelphia university; but it was first commenced there, and it being so high in public estimation, should be the first to do away with any thing which can, in any degree, cast a stain upon the character of our medical institutions. For our part, we most sincerely wish, that this money-making practice, which puts science upon the footing of trade, could be eradicated from all of our schools.

"In thus writing freely our sentiments, we again declare ourselves free from all malice or bad feeling. Our motive has been pure—to open to public gaze, what we consider serious and grievous evils; and if, in thus acting, we should give offence, we must bear the brunt of our offending."—*S. Carolina Journal of Medicine*.

In thus alluding to abuses which do exist, I am desirous of proving that the same spirit is manifested not only to myself individually, but to the whole profession with the exception of a favoured few, and I doubt not I shall find an answering echo from every one of its members, when contending that if talent, and genius, and learning are permitted to enter into the arena of honourable competition, there will be many useful and successful teachers, and far better educated physicians among us. For myself, I shall never shrink from lending the aid of my humble efforts to bring about this consummation, and I shall pursue the "even tenor of my way," regardless alike of the *prudent* animadversions of *interested* partisans, and the more severe denunciations of those who are permitted to batten on the carcass of an outraged and much abused profession.